STATE OF SOUTH CAROLINA)

726

Book

GIVEN under my hand and seal

Notary Public for South Carolina.

DEED TO RIGHT-OF-WAY AND RELEASE AGREEMENT COUNTY OF GREENVILLE) Know All Men by These Presents That I, Loretta W. Lynn, Three Hundred Thirty Five of said County and State, for and in consideration of the premises, and of the sum of and 00/100 ----- Dollars to hereby grant unto the said THE CITY OF GREENVILLE, SOUTH CAROLINA, the receipt whereof is hereby acknowledged, the receipt unto the said THE CITY OF GREENVILLE, SOUTH CAROLINA, its successors and assigns, the right, privileges and easement to go in and upon that tract of land, situated in Chick Springs

Township, in the said County and State, boun by lands of Sterling Turner, Jr., Ernest M. Walls and S. C. State Highway No. 253. The property affected by this right of way is the same property conveyed to - Township, in the said County and State, bounded Loretta W. Lynn by deed of Ernest M. Walls, dated March 13, 1963, recorded in the R. M. C. Office for Greenville County, S. C., in Deed Book 718, Page 297. The permanent Right of Way after the pipe line or lines are installed shall vary in width from 64 feet on the East; 50 feet near the center; and 66 feet on the West, with the Southern boundary line being a uniform; 20 feet measured from the center of the new 48" line to be installed and no obstruction shall hereafter be placed on said right of way, it being understood that the right of way granted herein includes a portion of a pre-existing right of way held by the grantee and to construct and maintain in, upon and through said premises, in a proper manner, a pipe line or lines, air vents, blow off connections, manholes and other necessary apparatus incident thereto, using the necessary appliances and machinery for such work for the purpose of conveying water through the premises above described, together with the right at all times to enter upon said premises for the purpose of inspecting said line or lines and making necessary repairs and alterations thereon, together with the right to cut away and keep clear of said pipe line or lines all trees and other obstructions that may in any way endanger or interfere with the proper operation of or access to the same.

It is understood and agreed that the right of way to be used under this contract during construction EXESCENCE ENVILLE. width throughout the entire length which is approximately _______ feet, and the damage, which THE CITY OF GREENVILLE, SOUTH CAROLINA, is to be liable for during construction, is to be confined to this strip and nothing beyond. The location of the pipe line or lines, when laid, will determine the definite location of the right of way. The center of the pipe line or lines shall be accepted as lying twenty-Kee feet from the South ______ boundary line of this right of way. The xeconstructions of said right of way lying twenty-KW feet from the Sou during construction shall lie
of installing the pipe line or lines. The location of said pipe line or lines is to be approximately along the line as now located and staked out
by the engineers, subject to a variation of not exceeding five feet either way. Recommend the line as now located and staked out
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Of the center of said pipe line or lines in the said pipe line or lines and the entire right of way, such timber shall be placed at the edge of
the right of way on the land of the undersigned grantor and shall be the property of the undersigned grantor. It is further understood that the owner is to have the right to cultivate and use this right of way strip of land provided such use thereof shall not interfere with the proper maintenance and free access to the pipe line or lines to be installed under this agreement. No buildings or other structures shall be placed on said right of way nearer than ______ feet from the center of said pipe line or lines. The payment above specified covers compensation for the easement or right of way, and also covers all claims for damages, including crops growing on the right of way during the year 1963, along said right of way resulting from construction of the pipe line or lines to be laid. It is further agreed that in case of future damages to property or crop, due from an accident on the pipe line that THE CITY OF GREENVILLE shall pay all damages. The undersigned agrees to release and give to THE CITY OF GREENVILLE, SOUTH CAROLINA, actual physical possession of the premises above described not later than the 1st day of July IN WITNESS WHEREOF, the said grantor or grantors herewith set and seal —— this 8th ₁₉ 63 (SEAL) ≒(SEAL) ≌(SEAL) SEAL) STATE OF SOUTH CAROLINA) COUNTY OF GREENVILLE) PERSONALLY appeared before me - named____Loretta W. Lynn __Joan_O.__Burgess - and made oath that ${f S}$ he saw the within act and deed deliver the within written instrument and that S he with Patrick C. Fant, sign, seal and as Je witnessed the execution there SWORN TO BEFORE ME THIS / 8th: / GRANTOR A WOMAN STATE OF SOUTH CAROLINA) RENUNCIATION OF DOWER COUNTY OF GREENVILLE) a Notary Public, do hereby certify unto all whom it may concern that Mrs. ____ wife of the within named ___ this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release, and forever relinquish unto THE CITY OF GREENVILLE, SOUTH CAROLINA, its Successors and Assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

(LS)

Recorded this 8th day of July, 1963, at 4:15 P.M., No.# 1136